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ABSTRACT

The collective bargaining agreement between Indian River Community College District Board of Trustees and the Indian River Community College Chapter (125 members) of the American Association of University Professors (AAUP) covering the period July 1, 1979-June 30, 1981 is presented. Items covered in the agreement include: recognition of AAUP, strikes and lockouts, dues deduction, nondiscrimination, past practices, chapter rights, rights of the board of trustees, legal counsel, contractural conditions of employment, salary schedule, provisions for bargaining unit members not eligible for continuing contract, leave of absence without pay, employment contracts and certification, faculty rank, courses for faculty, holidays, fringe benefits, transfers and promotions, abolishment of positions and reduction in force, faculty rights, office space, transportation expenses, grievance procedure, and the savings clause. (SW)

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ED257386

AGREEMENT BETWEEN

INDIAN RIVER COMMUNITY COLLEGE

DISTRICT BOARD OF TRUSTEES

and

THE INDIAN RIVER COMMUNITY COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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July 1, 1979 thru June 30, 1981

TABLE OF CONTENTS

PREAMBLE	-	
ARTICLE I	- Recognition	2
ARTICLE II	- Strikes and Lockouts	2
ARTICLE III	- Dues Deduction	3
ARTICLE IV	- Non Discrimination	3
ARTICLE V	- Past Practices	3
ARTICLE VI	- Chapter Rights	4
ARTICLE VII	- Rights of the Board	5
ARTICLE VIII	- Legal Counsel	6
ARTICLE IX	- Contractural Conditions of Employment	6
ARTICLE X	- Salary Schedule	8
ARTICLE XI	- Provisions for Bargaining Unit Members Not Eligible for Continuing Contract	10
ARTICLE XII	- Leave of Absence With Pay	10
ARTICLE XIII	- Leave of Absence Without Pay	10
ARTICLE XIV	- Employment Contracts and Certification	10
ARTICLE XV	- Faculty Rank	10
ARTICLE XVI	- IRCC Courses for Faculty	11
ARTICLE XVII	- Holidays	11
ARTICLE XVIII	- Fringe Benefits	11
ARTICLE XIX	- Transfers, Promotions, Abolishment of Positions, Reduction in Force	11
ARTICLE XX	- Miscellaneous Rights of Faculty	15
ARTICLE XXI	- Office	15
ARTICLE XXII	- Transportation	15
ARTICLE XXIII	- Miscellaneous Provisions	16
ARTICLE XXIV	- Adjustment Procedures	16
ARTICLE XXV	- Totality of Agreement	18
ARTICLE XXVI	- Savings Clause	18
ARTICLE XXVII	- Term of Contract	19

PREAMBLE

This contract is made and entered into this _____ day of _____ 1979, by and between the District Board of Trustees of Indian River Community College, hereinafter called the College, and the Indian River Community College Chapter of American Association of University Professors, hereinafter called the Chapter, and has as its purpose the promotion of harmonious relations between the College and the Chapter, the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of grievances without interruption of work and interference with the efficient operation of the College; the establishment of a formal understanding relative to conditions of employment; and the improvement of services to the community.

ARTICLE I

Recognition

The College recognizes the Chapter as the exclusive bargaining representative for all fulltime faculty, which includes counselors, and librarians; excluding the president, vice president, deans, assistant to the president, associate deans, assistant deans, administrative assistants, division heads, and all career personnel.

The College agrees during the life of the Contract meet and negotiate or meet and confer relative to terms and conditions of employment with any member of the faculty or group of faculty who are covered by this Contract except through the exclusive bargaining representative.

If titles are created during the life of this Contract that are not listed above, the parties will meet and attempt to agree on the inclusion or exclusion of the new title.

ARTICLE II

Strikes and Lockouts

Section 1. Lockouts. No lockout of faculty shall be instituted by the College during the term of his Contract.

Section 2. Strikes. During the life of this Contract no strike of any kind, as defined in Florida Statutes, shall be engaged in, sanctioned, or supported by the Chapter, its officers, or agents. In the event the College alleges that any members of the faculty are engaged in a strike, the Chapter will, upon written notification, immediately notify such members of the faculty in writing of the allegation and the implications of a strike.

ARTICLE III

Dues Deduction

Section 1. Checkoff. The College agrees to cooperate with the Chapter in facilitating the deduction of membership dues established by the Chapter from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty shall be remitted together with an itemized statement to the Chapter office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Chapter agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College by any faculty member as a result of any action taken in accordance with the provisions of this Article.

ARTICLE IV

Non Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all faculty in the bargaining unit without discrimination as to race, creed, religion, color, national, origin, age, sex, marital status, handicap or chapter membership.

Section 2. College Responsibility. The College accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, sex, marital status or handicap. The College will not interfere with the rights of faculty to become or not to become members of the Chapter and there shall be no discrimination or interference, restraint, or coercion by the College representative against any faculty because of Chapter membership or nonmenbership or because of any faculty member's activity in an official capacity on behalf of the Chapter which is in accordance with the provisions of this Contract.

Section 3. Chapter Responsibility. The Chapter accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status or handicap. The Chapter and its officers agree that it will not restrain or coerce members of the bargaining unit to become or not to become a member of the Chapter.

ARTICLE V

Past Practices

The parties agree to continue in effect all practices of the College Administration as stated in the Faculty Handbook 1975-76, as amended, concerning terms and conditions of employment (wages, salaries, hours, vacation, sick leave,

personal leave, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, fringe benefits, sabbatical leave), and all practices of the College Administration not covered by the Faculty Handbook 1975-76, as amended, provided, that such practices are not in conflict with the provisions of this contract. In the event of such a conflict, the terms of this contract shall be controlling.

Both parties to this contract agree that before July 5th, 1979, meetings will be held between an Administrator appointed by the President, and representatives of the Chapter for the purpose of making revisions to the 1975-76 Faculty Handbook that are agreeable to both parties. In the event proposed revisions are not subject to mutual agreement, the particular section of the 1975-76 Handbook that is involved, will not be revised.

As used in this contract, the term "Practices of the College Administration" refers to those practices of the Office of the President, the Office of the Vice-President, and the Offices of the Deans based upon written rules of the College Administration and of its District Board of Trustees.

ARTICLE VI

Chapter Rights

Section 1. Communications. Copies of all communications distributed generally to the faculty by the College shall be supplied to the Chapter at the same time. The Chapter shall designate its address for this purpose.

Section 2. Use of Facilities. The Chapter and its representatives shall have the right to use the college facilities for meetings upon advance request and when available.

Section 3. Transaction of Business. Authorized representatives of the Chapter shall be permitted to transact official Chapter business on College premises at reasonable times, provided that this shall not interfere with nor interrupt the operations of the College.

Section 4. Bulletin Boards. The Chapter shall have the right to post announcements and notices of its activities and concerns on a faculty bulletin board to be located near the post office section of Koblegard Student Union. The Chapter may use the College distribution service and faculty mailboxes for communications to the faculty.

Section 5. Office Space. An office for the exclusive use of the Chapter shall be furnished by the College.

Section 6. Time for Chapter meetings. The College will attempt to ensure that no member of the bargaining unit is assigned duties on the second Tuesday of each month from 12:40 to 1:40 P.M.

Section 7. Supplying Information. Upon request, the College agrees to provide the Chapter within fifteen working days information available to it concerning the professional staffing and financial resources of the College, registry of professional personnel, the budget, agendas and minutes of Board meetings, names and addresses and position on the salary schedule of all faculty in the bargaining unit.

Section 8. Administration of Contract. The College agrees that the Chapter representatives shall be allowed time during the official working day to investigate and process grievances and confer with the College President or his designee concerning the provisions and application of this Contract, provided that such time does not interfere with assigned professional duties.

Section 9. Certification of Chapter Representatives. The Chapter President and the Chapter Representatives who may represent the faculty in the administration of this Contract, shall be certified in writing to the College by the Chapter President. The College designees responsible for administration of this Contract shall be certified to the Chapter in writing.

Section 10. Released Time for President. The Chapter President shall be credited with six semester hours toward the full-time teaching load for each semester of his tenure.

Section 11. Released Time For Bargaining Team. The officially designated bargaining team for the Chapter shall be credited three semester hours toward the full-time teaching load during the semesters of formal negotiation. None of the members of such team shall be entitled to overload for the same semester during which released time was granted. If the President of the Chapter is a member of the bargaining team, he will receive no additional released time.

ARTICLE VII

Rights of the Board

Subject to the provisions of this Contract, the Board of Trustees and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the College and its professional staff, to determine and administer educational policy, to operate the College and to direct the professional staff, and otherwise retain all rights, authority, and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Florida and of the United States.

ARTICLE VIII

Legal Counsel

Legal Counsel. In accordance with Florida Statutes, the College agrees to furnish legal counsel to any faculty member requiring it because of legal actions brought because of his official duties.

ARTICLE IX

Contractural Conditions of Employment

Section 1. Contracts. Normal annual instructional contracts will be for a period of ten months or 200 service days. Other options are ten plus one month, or 220 service days, and ten plus two months, or 240 service days. Also, nine month contracts (180 service days) may be completed by mutual consent. Additional Summer Term Contracts may be completed by mutual consent.

Contracts for instructional personnel hired after the beginning of the Fall Term will be pro-rated based on the number of service days to be actually served in comparison to the total service days for each particular type of contract. The compensation will be similarly pro-rated based on the professorial rank of the instructor involved. Subsequent annual contracts will bear the same beginning and ending dates as all other similar contracts.

Section 2. Service Days. Employment of professional personnel at Indian River Community College shall be consistent with State Statutes, Department of Education Rules and rules of the District Board of Trustees. Twenty (20) service days is equivalent to one month of service. A service day is defined as any day in which an employee is assigned responsibilities for the programs of the College in accordance with rules of the Board. The service day will include such responsibilities as set forth in Section 3 of Article IX of this contract.

Section 3. Responsibilities. A full-time faculty member will be responsible for forty hours per week, which shall include, but not be limited to the following: classroom hours, office hours, standing and ad hoc committee meetings, student advisement, student conferences, student evaluation, student reports, examination periods, federal, state, local reports, intracampus reports, faculty meetings, department meetings, community-related clubs or organizations which require the direct need of a faculty person, guest speaking to organizations and/or educational institutions within the district served by the College, travel time to and from off-campus sites, classroom preparation, continued professional study in one's discipline, after approval of such study and it's relationship to the discipline by a College Administrator, securing typing, xeroxing and printing services, inter-campus communications, audio-visual requisitioning, curriculum review and improvement, textbook evaluation and selection, supplies requisitioning and inventory control, and other professional activities.

Section 4. Instructional Responsibilities. The normal instructional credit hour teaching load shall consist of fifteen (15) to seventeen (17) credit hours or its equivalent for the Fall and Spring Terms. The Summer teaching load will be from three (3) to six (6) credit hours per term. Total credit hour teaching load per academic year will be no more than thirty-seven (37) per instructor, before entering overload status. During the Summer Term of teaching, no full-time faculty member will be assigned more than two contact periods, as defined as that time which meets the criteria set forth by the Florida Department of Education.

Section 5. Laboratory Courses. All laboratory courses will be alloted the equivalent of one (1) credit hour for each two (2) laboratory hours. A laboratory hour is a period in which a student uses instruments and materials that cannot be used without proper supervision and special facilities as determined by Administration.

Section 6. Overloads. Full-time faculty may be asked, but not required, to teach credit classes beyond the maximum credit hour assignment as defined in Section 4.

Overloads that are paid for at the end of Fall and Spring Terms will not count towards the maximum teaching load of thirty-seven (37) credit hours for the academic year.

Overload payments will be paid for the academic year 1979-80 at the following rates, per credit hour:

Professor	$380
Associate Professor	$360
Assistant Professor	$340
Master Instructor	$310
Instructor	$290

Overload payments for the academic year 1980-81 will be computed on the same percentage increase basis as the regular ten month faculty salaries for that year are increased. Two contact (laboratory) hours are equivalent to one credit (lecture) hour. For placement on this schedule, minimum criteria for placement in a particular rank shall be the same as required for full-time employment.

Section 7. Night Classes. With the exception of courses specifically operated as night programs to be determined by Administration, no instructor will be required to teach more than two nights per week per semester without his consent. No instructor will be assigned a tenth period class, as defined in the current catalogue, followed by a first period class, as defined by the current catalogue, the next day without his consent.

Section 8. Compensating Assignments. In the event that a full-time faculty member's regularly scheduled classes fail to meet the necessary enrollment, the faculty member in consultation with an appropriate Administrator to be determined by the President, shall be assigned a compensating assignment from overloads in the areas of the instructor's certification, or some other professional assignment. The nature of the professional assignment shall be determined by an Administrator to be selected by the President.

Section 9. Off-Campus Service. As a part of their regular services faculty members may be assigned classes in off-campus sites in the district served by the College. With the exception of classes specifically designated as night programs by the Administration, instructors shall teach at only one off-campus site per day. At no time shall an instructor be required to teach at two different sites, including the main campus, on the same night. With the exception of specific night programs, faculty members shall teach at a maximum of two off-campus sites per semester, unless it is otherwise agreed.

Section 10. Standing and Ad Hoc Committee Membership. Every faculty member is expected to serve on at least one committee and no more than two committees unless the faculty member agrees to any additional assignments. In the event of a special committee assignment in addition to the prior two committee assignments, the faculty member will be released from one of the two previously assigned committees.

Section 11. Substitute Instruction. Substitute instruction, when performed by a full-time faculty member upon assignment by an Administrator appointed by the President, shall be with the consent of the substituting instructor. All substituting shall be paid on a pro-rated overload basis, computed by using the current Faculty Salary Schedule based on professional rank.

Section 12. Short Term Contracts. When faculty members are requested to and accept a second Summer Term teaching assignment, compensation will be paid at overload rates.

ARTICLE X

For the academic year 1979-80, following salary schedule will be in effect:

INDIAN RIVER COMMUNITY COLLEGE
1979-80 FACULTY SALARY SCHEDULE FOR TEN MONTH CONTRACTS

	Instructors	Master Instructors	Assistant Professors
Beginning	$13,090	$14,230	$15,390
After 1 yr.	$13,690	$14,840	$15,990
After 2 yrs.	$14,310	$15,450	$16,600
After 3 yrs.	$14,840	$15,990	$17,140
After 4 yrs.	$15,380	$16,530	$17,670
After 5 yrs.	$15,850	$17,010	$18,160
After 6 yrs.	$16,230	$17,380	$18,520
After 7 yrs.	$16,590	$17,740	$18,880
After 8 yrs.	$16,950	$18,100	$19,250
After 9 yrs.	$17,240	$18,400	$19,540

	Associate Professors	Professors
Beginning	$17,680	$19,980
After 1 yr.	$18,280	$20,590
After 2 yrs.	$18,890	$21,200
After 3 yrs.	$19,430	$21,730
After 4 yrs.	$19,970	$22,270
After 5 yrs.	$20,450	$22,750
After 6 yrs.	$20,830	$23,120
After 7 yrs.	$21,190	$23,480
After 8 yrs.	$21,540	$23,850
After 9 yrs.	$21,840	$24,140

For ten plus one month contracts, add one tenth of the appropriate amount above. For ten plus two month contracts, add two tenths of the appropriate amount above.

For the second year of this contract, the 1980-1981 academic year, faculty salaries will be increased by seven per-cent less the cost of automatic step increases. The seven per-cent increase will be computed on the basis of the 1979-1980 faculty salaries being paid for that year.

Special Payments:	1979-80	1980-81
Department Head	$1,100	$1,100
Head Coach:		
Basketball	$1,600	$1,600
Baseball	$1,600	$1,600
Assistant Coaches and Minor Sports Coaches	$1,100	$1,100
Cheerleader	$ 550	$ 550

Non-credit teaching, if not part of assigned load, shall be paid to faculty on the same basis as to others with like assignments.

ARTICLE XI

Provisions for Bargaining Unit Members Not Eligible for Continuing Contract

A member of the bargaining unit who, because of contract status or employment status under a State or Federal Grant is not eligible for continuing contract status, is entitled to all perquisites of faculty membership and employment; however, the individual contract will supercede all provisions of this contract where a conflict exists.

ARTICLE XII

Leave of Absence With Pay

During the terms of this Contract, the College agrees to continue the provisions in effect during the 1978-79 academic year.

ARTICLE XIII

Leave of Absence Without Pay

During the terms of this Contract, the College agrees to continue the provisions in effect during the 1978-79 academic year.

ARTICLE XIV

Employment Contracts and Certification

During the terms of this Contract, the College agrees to continue the provisions in effect during the 1978-79 academic year.

ARTICLE XV

Faculty Rank

During the terms of this Contract, the College agrees to continue the provisions in effect during the 1978-79 academic year.

ARTICLE XVI

IRCC Courses for Faculty

All full-time faculty may take one course each semester with the approval of an Administrator appointed by the President, provided that it does not interfere with assigned duties. A reduced fee will be charged for each course taken.

ARTICLE XVII

Holidays

The academic calendar will provide that no faculty will be scheduled to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Veterans Day. When any of the above holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday. Any member of the faculty who observes a religious holiday on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his employment for such observance.

ARTICLE XVIII

Fringe Benefits

During the term of this Contract, the College agrees to continue the fringe benefits given to the faculty during the 1978-79 academic year, as prescribed in the current issue of Employee Benefits & Rules Handbook.

ARTICLE XIX

Transfers, Promotions, Abolishment of Positions, Reduction in Force

Section 1. Transfers. Notice of full-time vacancies in the College shall be made known to the faculty and the Chapter. Faculty who are applicants to fill such vacancies shall be considered in filling the vacancies. If accepted, the individual shall retain all rights and privileges as provided by Florida Statutes or State Board Rules.

Section 2. Faculty Rank and Promotion.

Minimum Eligibility Criteria

The following minimum criteria must be met if a faculty member is to be considered eligible for employment or promotion to a specific rank: Satisfaction of the criteria does not guarantee such employment or promotion; it is simply

the minimum required for eligibility. However, if a teacher is employed at the Instructor or Master Instructor level and is qualified for the rank of Assistant Professor, upon gaining tenure he shall be promoted to an Assistant Professor.

Hours

The word "hours" in this contract shall be quarter hours. The conversion ratio used in converting semester hours to quarter hours shall be 2:3. Conversely, the conversion ratio in converting quarter hours to semester hours shall be 3:2.

Advocate

A non-voting informational resource person designated by the applicant in his application. An applicant is not required to appoint an advocate when applying for promotion.

Promotions Committee

A committee designated by the President which will include the advocate, if one is appointed by the applicant. The purpose of the committee is to decide the promotability of the applicant. The Promotions Committee will promptly review requests for promotion, decide whether the applicant is promotable, and report their decision to the applicant. If the applicant is promotable, the committee will recommend promotion to the President. It is the job of the committee to satisfy themselves concerning qualification and competency of the applicant and to require evidence to this end.

Deadline for Application

The deadline for applications to be considered for the following contract year is December 1.

Instructor

Earned Bachelor's degree plus 10 hours graduate course work, plus three years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus five years' experience in the field of specialization, or the equivalent qualifications.

Master Instructor

Earned Master's degree plus one year of experience in the field of specialization, or equivalent qualifications.

or

Earned Bachelor's degree plus 15 hours additional graduate course work, plus five years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus ten years' experience in the field of specialization.

Assistant Professor

Earned Master's degree, and thirty additional hours of graduate course work, with no experience necessary, or the equivalent qualifications.

or

Earned Master's degree plus fifteen additional hours of graduate course work, and two years' experience in the field, or the equivalent qualifications.

or

Earned Master's degree plus five years' teaching experience in the field of specialization, or the equivalent qualifications.

Associate Professor

Earned Master's degree plus fifty additional graduate course work hours in a recognized doctoral program at an accredited institution, plus five years in the field of specialization.

Full Professor

Earned Doctorate.

Section 3. Layoff and Recall Procedures. In the event that it is necessary to layoff faculty either because a program has been discontinued, or because of financial exigency, the following procedure shall be employed:

Step 1. The College president, or his designee, shall call a meeting between representatives of the College and of the Chapter to discuss potential solutions to the problem of unneeded personnel in a particular program or department. If possible an individual to be laid-off will be placed in any vacancy for which he is qualified.

Step 2. If Step 1 does not produce a satisfactory solution to the problem of unneeded personnel, adjunct faculty in any field in which the unneeded faculty are legally certified to teach shall be dismissed in favor of the unneeded faculty.

If Steps 1 and 2 fail to solve the problem of unneeded faculty, lay-offs in a particular program or department shall be in order of seniority with the most recently hired faculty being laid-off first.

A. A faculty member on continuing contract who is scheduled for lay-off may, if legally qualified, take the position of a noncontinuing contract faculty member anywhere in the College.

B. Notice of lay-off shall be as follows:

1. Non-continuing contract faculty who are to be laid-off because of financial exigency shall receive notice by April 1, that their contract will not be renewed.

2. Continuing contract faculty who are to be laid-off because of discontinuation of program shall receive twelve (12) months notice. Continuing contract faculty who are to be laid off because of financial exigency shall receive notice by April 1 or as provided by law.

3. Continuing contract faculty who are to be laid-off shall receive a one-year sabbatical to enable them either to increase their skills or to train for a new field.

For a period of twelve (12) months, the person on sabbatical is to receive monthly remuneration of 50 percent of the monthly salary which would be paid to him if he were not laid-off. The number of such sabbaticals granted per year shall not exceed four percent of the total number of certified full-time faculty employed by the College.

If the number of applicants for sabbaticals exceeds the number of sabbaticals available, sabbaticals will be awarded on the basis of seniority in the College.

RECALL

Recall shall be in the following order:

A. Faculty members who have continuing contract status shall have recall rights for two (2) years for any available academic position. Recall shall be in inverse order of lay-off.

B. No new faculty shall thereafter be hired for an academic position if the College is provided information on an annual basis by April 1 that a previously laid-off individual is available and if the laid-off individual is qualified for that position.

ARTICLE XX

Miscellaneous Rights of Faculty

Section 1. Citizenship. Faculty shall be entitled to full rights of citizenship.

Section 2. College Rules. All faculty shall be given a copy of the current faculty handbook. Faculty shall not be held accountable for such College rules and regulations until distribution to the faculty has been made.

Section 3. Confidentiality. Faculty will not be expected to disclose information given to them in confidence regarding students unless required by law.

Section 4. Check Distribution. Faculty members must have their checks available on the scheduled date and at the scheduled time unless delay is caused by unforeseen circumstances.

Section 5. Academic Freedom. A faculty member is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

A faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and an educational employee, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the institution.

ARTICLE XXI

Office

The College will make every possible effort to provide to each faculty member office space and office equipment necessary for the faculty member to perform his assignment.

ARTICLE XXII

Transportation

In the event a member of the faculty is required to travel on College business, he shall be reimbursed for expenses incurred in such travel in accordance with current travel rules and regulations of the State of Florida as authorized by statute.

ARTICLE XXIII

Miscellaneous Provisions

Section 1. Classes at Other Institutions. With the approval of an Administrator appointed by the President, insofar as practicable, schedules are to be arranged whenever requested to allow faculty to attend classes at other institutions of higher education up to two courses per term.

Section 2. Attendance at College Functions. Faculty attendance at all College sponsored functions and activities shall be voluntary unless part of the individual faculty member's load.

Section 3. Liability. The College does not accept liability for personal property of faculty stored or utilized on college property.

Section 4. Administrative Assignments. Instructors, counselors or librarians who are also designated as administrators in the College shall not be assigned in excess of 50 percent instructor, counselor and librarian responsibilities unless an exception is approved by the President and the Chapter. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit.

Section 5. Protection of Bargaining Process. No member of the bargaining unit will receive any term or condition of employment that is more or less advantageous than those contained in this Contract.

ARTICLE XXIV

Adjustment Procedures

Section 1. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Chapter against the College involving the interpretation or application of the specific provisions of this Contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the College. Grievances that arose previous to the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taken against any member of the faculty for participating in a grievance.

Section 2. Step 1. Grievance Procedures. . If a complaint that falls within the definition of a grievance is not satisfactorily resolved in informal discussions; and if five working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the College. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the faculty member through the use of reasonable diligence should have obtained knowledge

of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the faculty member and Chapter grievance representative on the campus in individual faculty grievances and the Chapter grievance representative on the campus alone in Chapter grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested.

In the event that the faculty member elects to file a grievance charge without the intervention of the Chapter Grievance Representative the representative of the College will immediately notify the Chapter Grievance Representative that a grievance charge has been filed and will supply the Chapter Grievance Representative with a copy of the grievance charge. No representative of the College will meet with the faculty member without first affording reasonable opportunity for the Chapter Grievance Representative to be present at such meeting.

The written grievance will be submitted to the appropriate division head or director or his representative. A written decision will be made to the complainant within three (3) working days of receipt of the formal grievance. If the decision of the Division Director or his representative is not satisfactory, the grievance will be taken to Step 2.

Step 2. All written material from Step 1 will be submitted by the complainant to the appropriate Dean within three (3) working days of the receipt of an unsatisfactory decision. (Grievances originating at off-campus sites will be submitted to the administrator in charge of the off-campus sites; grievances originating on the main campus will be submitted to the Associate Dean of Instruction, and the next appeal will be submitted to the Dean of Instruction or his representative, with each appeal to be filed within three (3) working days of receipt of an unsatisfactory written decision from the last appeal.) If the complainant is not satisfied with the decision of the appropriate Dean, Step 3 will be taken.

Step 3. All written materials from Steps 1 and 2 will be submitted to the President of Indian River Community College or his representative. The President or his representative will give a written decision within five (5) working days of the receipt of the grievance and file.

Step 4. If the President's decision or his representative's decision is unsatisfactory, the grievance will be submitted to an impartial, neutral arbitrator mutually selected by the parties from the list of approved arbitrators maintained by PERC. The College will be notified by registered mail within five (5) working days of the employee's intention to submit the grievance to arbitration.

The arbitrator's decision shall be final and binding; however, the arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining agreement.

The compensation, if any, of the arbitrator shall be borne equally by the College and the Chapter.

ARTICLE XXV

Totality of Agreement

Both parties, for the lifetime of the Contract, each agree that the other shall not be obligated to bargain collectively with any subject matter referred to or not referred to or governed by or not governed by this Contract, unless the College and the Chapter mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XXVI

Savings Clause

This Contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations, thereof. In the event that any provision of this Contract is found to be inconsistent with existing statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the Contract, it shall at that time become operative.

If any provision or portion of this Contract is prevented from being put into effect because of applicable legislative action, Executive Order or Regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decision shall be invalid, the remainder of this Contract continuing in full force and effect for the term of the Contract. Provided, however, any provision of this Contract so prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Contract or any extension thereof.

ARTICLE XXVII

Term of Contract

This Contract shall be effective on the 1st day of July, 1979 and shall remain in full force and effect through the 30th day of June, 1981.

In witness whereof, the parties hereto have set their hands this 24th day of April, 1979.

FOR THE COLLEGE

Ira M. McAlpin, Jr.
Chairman, District Board of Trustees

Herman A. Heise
Herman A. Heise
Secretary, District Board of Trustees

FOR THE CHAPTER

David N. Radabaugh

LaVerne J. Denning

Glen Power

STATE OF FLORIDA

COUNTY OF SAINT LUCIE

Before me personally appeared Ira M. McAlpin, Jr., Herman A. Heise, David N. Radabaugh, Glen W. Power, and LaVerne J. Denning, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that the aforementioned persons executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 24th day of April A. D., 1979.

Patricia M. Kirk
Notary Public
State of Florida at Large

My commission expires: April 24, 1982

BEST COPY AVAILABLE